it is error not to do so. *State v. Brainard,* 25 Iowa, 572. If there is no conflict, the judge may assume the evidence to be true and charge upon it directly without any hypothesis. *Byron v. State,* 117 Ala., 80. It is not error for the judge to refuse to charge the jury that they are not absolutely bound by the opinion of the court on matter of fact. *People v. Hawkins,* 106 Mich., 479. The better rule seems to support the principal case, the courts in accord are of greater number than those contra and are in the older states.

COPYRIGHT—INFRINGEMENT—EQUITY.—DAVIES v. BOWES, U. S. DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK, Nov., 1913.—Plaintiff employed by and having been assigned the copyright privileges of the *Evening Sun,* wrote and published a short story under the caption, "News of the Theatres". The story was cast in the form of an actual occurrence to make it more "striking". One Kenyon, on reading the story, thought it was the statement of an actual occurrence, and from it constructed a play called "Kindling". Defendant produced the play. Plaintiff brought this action for infringement of copyright. *Held,* one who publishes news as fiction cannot obtain a valid copyright.

It is well established in England that a newspaper is a subject of copyright. *Cote v. Newspaper Co.,* 58 L. J. Rep., 288; *Trade Auxiliary Co. v. Protective Association,* 58 L. J., 293. In the United States the contrary doctrine appears to prevail. *Claton et al. v. Stone et al.,* Fed Case, 2872; *Tribune Co. of Chicago v. Associated Press,* 116 Fed., 126; *Harper v. Shoppel,* 26 Fed., 519. But news is not a subject of copyright. *State ex rel Star Pub. Co. v. Associated Press,* 159 Mo., 410. That which is designed to convey information or to explain is a proper subject for copyright. *Amberg File & Index Co. v. Shea, Smith & Co.,* 82 Fed., 314; *Baker v. Selden,* 101 U. S., 99. There can be no copyright in a publication whose effect is to encourage crime, or is indecent and pernicious *per se,* or in a dramatice composition which is grossly indecent and calculated to corrupt the morals of the people. *Martinetti v. Maguire,* 1 Deady, 216; *Richardson v. Miller,* 3 L. & Eq. Rep., 614. Where there is a false pretense as to authorship, such transaction is a fraud on the public and defeats the copyright. *Byron v. Johnston,* 2 Meriv., 29; *Seeley v. Fisher,* 11 Sim., 581. While this decision may be sound in denying the plaintiff a right to recover damages, it is clearly erroneous in holding that the plaintiff obtained no valid copyright, and is without authority to support it. In view of the authorities cited, the plaintiff would clearly be entitled to a copyright, but having obtained a copyright and having published his work as an account of an actual occurrence and without any notice of his copyright, or that it was only fiction, he ought not now be heard to complain.

HUSBAND AND WIFE—CONTRACTS OF WIFE—BINDING EFFECT.—WARDEN ET UX. v. MIDDLETON ET AL., 161 S. W. (ARK.), 151.—*Held,* a married woman was not personally liable on a note executed by her for her hus-

band's accommodation for the purchase price of a jack in which she had no interest.

At common law a married woman could not bind herself by a contract. *Pollock On Contracts,,* 4 ed., pp.. 148, 149. The right to make contracts has been conferred by statute, and courts have construed such statutes strictly. If a note is given by husband and wife in payment of money loaned the husband, the wife is not liable on the note unless it can be affirmatively shown that the consideration for the note passed to the wife; *Fisk v. Mills,* 104 Mich., 433; or was for the benefit of her separate estate. *March, Price & Co. v. Clark,* 14 Fed., 406. A married woman cannot enter into contracts of securityship. *Cummings v. Martin,* 128 Ind., 20; *Westervelt v. Baker,* 56 Neb., 63. Hence a wife cannot bind herself on a note given as security for her husband. *Kelso v. Tabor,* 52 Ba., 125. If the consideration for a note was received by her husband, or went to pay his debts or liabilities for which neither she nor her separate were bound, it will be held a contract of securityship and not binding on the wife. *Way v. Peck,* 47 Conn., 27; *Vogel v. Lechner,* 102 Ind., 55; *Saulsbury v. Weaver,* 59 Ga., 254. But some courts have held that if she contracted as principal in fact, she is bound, though it is not shown that the consideration was beneficial to her or her separate estate. *Potter et al. v. Sheets et al.,* 5 Ind. App., 506. It is well settled in New Hampshire that where a married woman gives her note in return for a loan to her husband to enable him to pay his debts or to engage in business, she is liable. *Iona Savings Bank v. Boynton,* 69 N. H., 77; *Jackson v. Holt,* 64 N. H., 478. Georgia in the case of *Rood v. Wright,* 124 Ga., 489, followed the New Hampshire rule, although in an earlier case, *Veal v. Hurt,* 63 Ga., 728, the contrary was held. Massachusetts has extended the New Hampshire rule and held she is liable as an accommodation indorser. *Middleborough Nat. Bank v. Cole,* 191 Mass., 168; *Binney v. Globe Nat. Bank,* 150 Mass., 574. The holding of the principle case illustrates the slowness of the courts in extending to married women the rights the legislatures intended to confer. While the weight of authority is doubtless in accord with this decision, yet there seems to be a tendency in the opposite direction. With the advent of women more and more into political and commercial life this decision probably would not be generally followed.

LANDLORD AND TENANT—INJURY DUE TO FAILURE TO REPAIR—COVENANT TO REPAIR—GUEST.—MESHER V. OSBORNE, 34 PAC., 1092 (WASH.).—*Held,* that where a landlord covenanted to repair the demised premises there arose the antecedent duty to inspect the same for concealed dangers, and he is charged with knowledge of what a reasonable inspection on his part would have discovered; hence, where a child fell through the top of a concealed cesspool while playing on the premises, and such defect would have been discovered by the landlord upon reasonable inspection, he was liable as for a tort.

It is conceded that a guest of the tenant is so far identified with him that his right to recover is the same as the tenant's. *Davis v. Pacific Power*